

**PRINCE GEORGE
HOSPICE SOCIETY
(PRINCE GEORGE
ROTARY HOSPICE
HOUSE)
("The Employer")**

**2017-
2021**

COLLECTIVE AGREEMENT

BETWEEN

**PRINCE GEORGE HOSPICE SOCIETY
(PRINCE GEORGE ROTARY HOSPICE HOUSE)**

AND

THE BRITISH COLUMBIA NURSES' UNION

July 1, 2017 to and Including June 30, 2021

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ARTICLE 1 — PURPOSE OF AGREEMENT AND DEFINITIONS

1.01 Purpose of Agreement

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and employees and between the Union and the Employer, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

All parties to the Agreement share a desire to provide quality health care to our guests and support for their families in their time of need, to maintain professional standards, to promote the well-being and increased efficiency of employees so that the people of our community are well and effectively served.

The Union and the Employer agree to abide by the terms and conditions set out in this Agreement.

Wherever the feminine is used in this Agreement, the same shall be construed as meaning the masculine, unless otherwise specifically stated.

Where the asterisk (*) is used throughout this Agreement, it is agreed that the reference to twenty (20) work days leave of absence without pay is to be applied over the applicable calendar year. Should an employee terminate prior to completion of such year, the twenty (20) work days will be proportionately reduced. (Example: Six (6) months equals ten (10) work days. Reference Article 29 – Leave – General.)

1.02 Definitions

CALENDAR DAY means a twenty-four (24) hour period ending at midnight.

CALENDAR YEAR means a period of twelve (12) consecutive months commencing on the first day of January.

CERTIFICATION means the certification awarded by the Labour Relations Board of British Columbia to BCNU.

COMMON-LAW SPOUSE means two people who have cohabitated as spousal partners for a period of not less than one (1) year.

DAY SHIFT means a shift in which the major portion occurs between 0700 and 1500 hours.

DEMOTION means a change from an employee's position to one with a lower maximum salary level.

EMPLOYEE means any person who is covered by the certification awarded by the Labour Relations Board of British Columbia (or any succeeding Acts).

EMPLOYER means Prince George Hospice Society.

EVENING SHIFT means a shift in which the major portion occurs between 1500 and 2300 hours.

HEAD OFFICE means the head office of the British Columbia Nurses' Union.

NIGHT SHIFT means a shift in which the major portion occurs between 2300 and 0700 hours.

PROMOTION means a change from an employee's position to one with a higher maximum salary level.

SCHEDULED DAY OFF means any day a regular employee is not scheduled to work, other than a paid holiday.

SHIFT means the normal consecutive work hours scheduled for each employee (regular full-time, regular part-time or casual) which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period there shall normally be three (3) shifts, namely: day, evening and night shift.

STEWARD means an employee within the Employer's service elected or appointed by the Union or its members to represent the Union and its members.

TRANSFER means the movement of an employee from one position to another which does not constitute a promotion or demotion.

UNION means The British Columbia Nurses' Union.

UNION REPRESENTATIVE means a member of the staff of the Union or designated substitute.

WORKSITE means Prince George Rotary Hospice House.

YEAR means a period from any given date in one month to the immediately preceding date twelve (12) months later.

TOUR OF DUTY means one or more completed shifts.

ARTICLE 2 — MANAGEMENT RIGHTS

2.01 General Rights

The management of the Employer's operations and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

2.02 Employer Policies

Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards, or by general distribution, provided such policies are not in conflict with the provisions of this Agreement.

ARTICLE 3 — UNION RECOGNITION

3.01 Union Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified.

3.02 Scope of Agreement

This Agreement applies to all employees of the Employer who are included within the bargaining unit for which the Union is the certified bargaining agent.

ARTICLE 4 — UNION SECURITY

4.01 Security

- A) Employees covered by the certification who are members of the Union, shall maintain their membership in good standing as a condition of continuing employment.
- B) New employees covered by the certification shall become members of the Union, and shall maintain membership in good standing in the Union as a condition of continuing employment.

4.02 Union Deductions

All employees who are covered by the certification with the Union shall, as a condition of continuing employment, authorize a deduction from their pay cheques of the amount of the dues, levies and assessments payable to the Union by a member of the Union. The Employer shall provide a copy of the authorization form, which has been forwarded by the Union, to each new employee.

Upon receipt of written notice from the Union, the Employer shall terminate the services of any employee who does not authorize the deduction as above.

The Employer agrees to deduct the amount of the Union dues, levies and assessments payable to the Union by an employee in the Union's bargaining unit.

The Union shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

The Employer shall remit such dues, levies and assessments to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.

The Employer shall supply each employee, without charge, a receipt for income tax purposes shown on the T4 slip in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1 of the succeeding year.

Deductions for levies and assessments shall be a percentage of wages.

ARTICLE 5 — UNION RIGHTS AND ACTIVITIES

5.01 Individual Agreement

The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

5.02 Contracting Out

The Employer agrees not to contract out bargaining unit work to any outside agency or individual that will result in the lay-off of employees within the bargaining unit.

5.03 Employer's Business

Employees required by the Employer to attend meetings or to attend hearings or to sit on a board established by the Employer, shall continue to receive their salary for the time periods as required. All provisions of this Collective Agreement such as overtime, call-back, etc., shall apply for the time periods as required above. The Employer shall reimburse employees for all expenses including reasonable travel time incurred by the employees during these time periods.

5.04 Stewards

A) Recognition of Stewards

The Employer recognizes employees who are designated by the Union as stewards to act on behalf of the employees. The Union will endeavour to provide the employer with the name of the employee designated to backfill the steward when a steward is not available. Failing this, the steward shall provide the employer with a contact person (e.g. servicing LRO). As much as the situation permits, the employer shall provide sufficient notice for meeting with a steward or designate.

B) Notification of Change of Stewards

The Union shall supply the Employer with a list of the names of the stewards and shall advise the Employer of changes to that list, such changes to be made in writing.

C) Duties and Responsibilities

The duties of stewards include but are not limited to the following:

- i) investigating complaints of an urgent matter, and
- ii) investigating grievances, and
- iii) assisting employees in preparing and presenting a grievance in accordance with the grievance procedure, and
- iv) supervising ballot boxes and other related functions during ratification votes, and
- v) attending meetings called by management, and
- vi) accompanying an employee, at her request, at a meeting called by the Employer, where disciplinary action is anticipated, and

- vii) meeting with new employees as a group during the orientation program, and
- viii) acting as appointees to the Union/Management Committee.

D) Conditions Governing Stewards

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform the above duties when they:

- i) have received prior consent from their supervisor before leaving their work area such consent shall not be unreasonably withheld, and
- ii) make every endeavour to complete their business in as short a time as possible, and
- iii) advise their supervisor of their return to the work area.

Stewards shall not interrupt the normal operations of the worksite.

5.05 Union Representative Visits

The Union shall inform the Employer in advance whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting Union business. Such visits shall not interfere with the normal operations of the worksite.

Reasonable accommodation will be made to allow the President of the Union to have access to union members to conduct union business.

5.06 Personnel File

A) Employee Access

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents. The Employer further agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from payroll or health services files.

B) Union Representative or Steward Access

A Union representative or steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, the Union representative or steward shall be given copies of all such pertinent documents.

C) Confidential Nature of Personnel File

All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement.

5.07 Copies of the Agreement

The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall make available copies of the Agreement in booklet form to all of its employees. The cost of printing the agreement shall be borne by the Union.

The Agreement shall be printed in a Union shop and bear a recognized Union label. The Union and the Employer shall agree on the size, print and color of the Agreement and all other particulars prior to it being printed. Printing shall be completed as soon as possible after the signing of the Agreement.

5.08 New Employees

At the time of hire, the Employer agrees to acquaint new employees with the fact that an Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Recognition,

Security, Rights and Activities. The Employer further agrees to provide new employees with copies of the Agreement and the names of the stewards.

A steward shall be advised of the date, time and place of orientation sessions for new employees in order that a steward shall be given a reasonable opportunity to talk to new employees. Stewards will be advised of the names of the new employees hired. There shall be no deduction of wages and benefits because of time spent by the steward during these sessions.

5.09 List of New and Terminating Employees

The Employer shall provide the Union with a monthly list of new and terminated employees specifying the status, position and wage classification level of each employee.

5.10 Bulletin Boards

The Employer shall provide adequate space on bulletin boards for the exclusive use of the Union for the purpose of posting Union business. The size and sites of the bulletin boards shall be determined by mutual agreement between the Employer and the Union.

ARTICLE 6 — STRIKES OR LOCK-OUTS

During the term of this Collective Agreement the Union agrees that there shall be no strike and the Employer agrees that there shall be no lock-out.

Subject to any Labour Relations Board (or any succeeding body) directives, if an employee employed under the terms of this Collective Agreement refuses in good conscience to cross a legal picket line, the employee shall be considered to be absent without pay, and it shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

ARTICLE 7 — UNION/MANAGEMENT COMMITTEE

7.01 Composition of Committee

A Union/Management Committee shall be established. The Employer and the Union shall each appoint two (2) representatives to the Union/Management Committee.

7.02 Chair

The Chair of the Union/Management Committee shall alternate between an Employer representative and a representative of the Union.

7.03 Meetings

Meetings of the Committee shall be held at the call of the Chair as promptly as possible upon request in writing of either party.

7.04 Purpose of the Committee

In order to foster better relations between the parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of quality health care and safe nursing practice. The Committee shall have the power to make recommendations to the Union and to the Employer.

7.05 Scope of the Committee

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

ARTICLE 8 — GRIEVANCES

8.01 Discussion of Differences

If a difference arises between the Employer and an employee(s) or between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s) shall continue to work in accordance with the Agreement until the difference is settled.

8.02 Grievance Procedure

The following procedure shall be used for the resolution of differences referred to in Article 8.01, other than for the suspension or dismissal of employees and Application disputes under Article 8.03 or 8.05.

Step 1

Within fourteen (14) calendar days of the occurrence of the difference, or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) shall discuss the difference in a meeting with the immediate supervisor. Where the immediate supervisor is also the Step 2 designate, this stage may be eliminated.

Step 2

If the difference is not satisfactorily settled under Step 1 then, within fourteen (14) calendar days after the completion of Step 1, the employee with a steward shall meet with the representative designated by the Employer with the authority to handle grievances at Step 2 to discuss and submit the grievance in writing.

Within a further seven (7) calendar days of receipt of the written grievance, the representative designated by the Employer shall give a written response to the employee and the steward. Should the grievance be denied, written explanations shall be given.

If the grievance is not satisfactorily settled under Step 2, then the steward shall notify the Union within fourteen (14) calendar days of receipt of the written response to the grievance.

Where the Union submits the written grievance, Step 1 shall be eliminated and the Union shall be substituted for the employee in Step 2.

Step 3

The Union shall, within a further fourteen (14) calendar days of this notification, discuss the grievance with the representative designated by the Employer with the authority to handle grievances at Step 3 (who shall be outside the bargaining unit).

The parties recognize they have a common interest in resolving grievances. Such resolution is promoted through providing each other with background information and documentation directly related to the grievance so that informed discussion of the issue can take place at this level.

Within a further seven (7) calendar days of the Step 3 meeting the representative designated by the Employer shall respond in writing to the Union. Should the grievance be denied, written reasons for denial shall be given. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter, and/or Arbitration.

Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, David McPhillips, Judi Korbin, Chris Sullivan, or a substitute agreed to by the parties, shall at the request of either party:

- A) investigate the difference,
- B) define the issue in the difference, and
- C) make written recommendations to resolve the difference, within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The above named troubleshooters will be used on a rotating basis at each Employer.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

Failing settlement at this step, the grievance may be referred to arbitration.

8.03 General Application Dispute

If a difference of a general nature arises between the Union or its members and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement or Memoranda, the aggrieved party may submit a written grievance to the other party within twenty-one (21) calendar days of becoming aware of the matter giving rise to the difference, and Step 3 of Article 8.02 shall apply. A copy of the grievance shall in every case be forwarded to the Union and the Employer.

8.04 Amending Time Limits

If the time limits in Articles 8.02, 8.03 and 8.05 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

8.05 Resolution of Employee Dismissal or Suspension Disputes

The following procedure shall be used for the resolution of disputes relating to the dismissal or suspension of an employee(s):

Step 1

Within ten (10) calendar days of notice of the dismissal or suspension, the Employer shall notify the head office of the Union of such termination.

Step 2

Within a further fourteen (14) calendar days of receipt of notice in Step 1 of this Article, the Union may institute the grievance procedure at Step 3 of Article 8.02.

If this time limit is not complied with, then the grievance shall be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

8.06 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been discussed at Step 2 of the grievance procedure the Employer or his representatives shall not initiate any discussion or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the steward or the Union.

ARTICLE 9 — ARBITRATION

9.01 Arbitration

Authority of the Arbitration Board or Single Arbitrator

- A) Either party may refer any grievance, dispute or difference unresolved through the procedures in Article 9 to a Board of Arbitration, or a single arbitrator as provided at Article 9.03, either of which shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.
- B) The decision of the single Arbitrator, or the decision of the majority of the Arbitration Board, as the case may be, shall be final and binding upon the Parties.

9.02

The party requesting arbitration shall notify the other party of its intent to arbitrate and of its appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) calendar days, notify the other party of its appointee to the Arbitration Board.

9.03

By mutual agreement, the parties may elect for a single arbitrator in place of the Arbitration Board established in this Article. Selection of the arbitrator shall be done by the parties in a similar manner as set out in Article 9.02.

9.04

If the Employer and the Union do not elect a single Arbitrator, their respective two appointees will, within *ten (10)* calendar days, attempt to select a third person to act as Chairperson from the list of arbitrators set out in Article 9.07 (K). By mutual agreement, the parties may select a Chairperson not named under this Article. If the two appointees fail to agree upon a Chairperson within this ten (10) day period, either party may request the Minister of Labour of British Columbia to make the appointment.

9.05

Each party will be responsible for the expenses of its appointee. The expenses of the Chairperson or the single arbitrator will be shared equally between the parties.

9.06 Time Limits

Whenever a time limit is stipulated in the grievance/arbitration procedure, it may be extended by mutual consent of the parties.

9.07 Expedited Arbitration

- A) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly, or as otherwise mutually agreed to by the parties.
- B) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- C) As the process is intended to be informal, lawyers will not be used to represent either party.
- D) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- E) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the

grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.

- F) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- G) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
- H) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- I) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- J) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- K) The expedited arbitrators, who shall act as sole arbitrators, shall be Judi Korbin, John Hall, Joan Gordon, Don Munroe, Peter Cameron, or Chris Sullivan or any other as agreed to by the parties.
- L) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9.01.
- M) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 10 — DEFINITION OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer. (Reference Article 22.04 — Posting of Work Schedules)

Employees at the commencement of their employment and at all times shall be kept advised by their Employer into which employee status they belong.

10.01 Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one of the three definitions found in Articles 10.02, 10.03, and 10.04. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 8 — Grievances.

10.02 Regular Full-Time Employees

A) Definition

Regular full-time employees are those who are regularly scheduled to work the full hours of work as provided in Article 23.01 – Hours of Work.

B) Benefit Entitlement

Regular full-time employees are entitled to all benefits of this Agreement.

C) Seniority

Regular full-time employees accumulate seniority in accordance with Article 12.01 (A) Seniority — Definition.

10.03 Regular Part-Time Employees

A) Definition

Regular part-time employees are those who are regularly scheduled to work a minimum of fifteen (15)

hours or equivalent per week but less than the full hours as provided in Article 23.01 – Hours of Work.

B) Benefit Entitlement

Regular part-time employees are entitled to all benefits of the Agreement on a proportionate basis with the exception of medical, extended health and dental plan coverage, LTD and group life insurance premiums, which shall be paid on the same basis as for regular full-time employees. (Reference Article 11 — Anniversary Date and Increments; Reference Article 48 — Health and Welfare Benefits.)

C) Seniority

Regular part-time employees accumulate seniority in accordance with Article 12.01 (A) Seniority - Definition.

10.04 Casual Employees

A) Definition

Casual employees may be employed to work full shifts or part shifts on a continuous or intermittent basis in capacities such as:

- i) Sickness relief.
- ii) Vacation relief.
- iii) Leave of absence relief.
- iv) Relief pending a regular employee appointment (Reference Article 16.02 — Temporary Appointments).
- v) Temporary work load
- vi) Paid holiday relief.
- vii) Overtime owing relief.
- viii) Maternity leave relief.

B) Off Duty Rights

When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. Where a casual employee has not accepted such work for a period longer than sixty (60) days, the Employer and the Union shall meet to discuss the bona fides of the refusal and the continued employment of the employee.

Where there is no bona fide reason for the refusal of work and a further one (1) month has elapsed without any shifts worked by the employee, the casual employee will be deleted from the casual call-in list.

C) Letter of Appointment

- a) All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level, their worksite, and if the employee is seeking regular employment it shall be noted. This letter shall also include a mutually acceptable statement of the casual employee's days and shifts of availability for work of a casual nature, notation of any specialist qualifications held by the employee, and the mutually agreed unit/ward in which the casual employee will work.

Casual employees' preferences for specific shifts or areas of work will not be accommodated at the expense of regular employees' schedules or areas of work. Casual employees will be expected to work in any area they are assigned to or moved to during a shift unless they do not have the requisite skills or orientation required to practice in that area.

b) General Availability

The commitment to availability specified in the letter of appointment shall be subject to mutually acceptable revision. Such revision will occur once per year, or, if mutually agreed between the Employer and the employee, on a more frequent basis. The Employer will issue a revised letter of

appointment to reflect approved changes to employees' general availability.

c) **Short-Term Availability**

Notwithstanding the above, casual employees shall provide monthly availability schedules in writing to the Employer no less than fourteen (14) days prior to the start of the month indicating shifts and days when they are not available. If the employee's monthly availability over a three-month period (excluding June, July, and August) is inconsistent with the availability specified in the employee's letter of appointment, the Employer and the Union shall meet to discuss the bona fides of the inconsistencies. During June, July, and August, the casual employee's monthly availability shall not be inconsistent with their letter of appointment, apart from approved vacation periods.

d) **New Qualifications**

Casual employees will provide the Employer with documentation identifying any new specialist qualifications they have obtained. Such information shall be noted on the employee's personnel file and will be added to their letter of appointment at the next revision.

e) **Orientation**

The Employer will provide casual employees with orientation to all the units/wards programs mutually agreed in the employee's letter of appointment.

D) **Casual Register**

- a) A casual employee shall be registered for work in those unit/ward specified in the letter of appointment.
- b) The Employer shall maintain a master casual register which shall include a list of all casual employees employed by the Employer at that worksite in descending order of their seniority, the seniority hours, and the mutually agreed unit/ward in which the casual employee will work.
- c) Seniority on the master casual register shall be updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 each year. The updated list shall be posted at the worksite.

E) **Procedure for Casual Call-in**

- a) The manner in which casual employees shall be called to work shall be as follows:
 - i) The Employer shall offer casual work as defined in Article 10.04 (A) to casual employees in order of seniority providing the casual employee:
 - (1) has the qualifications and capabilities to perform the work being relieved; and
 - (2) has been orientated to the unit/ward.

Where the casual employee does not meet the above criteria, the Employer will pass on to the next casual employee.

- ii) Notwithstanding (i) above, where the Employer has received twenty-four (24) hours or less notice of a vacancy creating relief work as per Article 10.04 (A), the first shift of the vacancy and any remaining shifts in that block may be filled as the Employer deems most efficient.

Where the shift pattern has not allowed for probationary casual employees to be properly assessed, the Employer may arrange for a maximum of three shifts out of seniority order, with a supervisor or clinician, to conduct the assessment.

- iii) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.

- iv) Where the Employer is seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the worksite and invite casuals to indicate their preferences for the work available. Work assignments shall be made in accordance with seniority as per (E) (a) above.
 - v) **Telephone Call-in**
 - (1) The Employer shall be obligated to call a casual employee only for those days and shifts for which the employee has indicated she/he is available pursuant to (C) (c) above.
 - (2) The Employer shall call by telephone only those casual employees on the register at a number provided by the employee. The Employer shall commence by calling the most senior employee in the register who meets the criteria specified in (E) (a). The Employer shall permit the telephone to ring a minimum of eight (8) times.
 - (3) All such calls shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - (4) In the event that relief is requested with less than twenty-four (24) hours notice, the date and time of the notification shall be recorded in the log book.
 - (5) A block of work is defined as the shifts between regular days off, or, if mutually agreed at a local level (i.e.: unit/ward), any combination of shifts.
 - b) An arbitrator shall have the authority to award monetary damages in response to a violation of Article 10.04(E)(a) by the Employer.
 - c) Straight time casual work that has been offered and accepted cannot be cancelled by either the casual employee or the Employer without a bona fide reason (e.g. circumstances beyond the employer or employee's control.)
- F) Wage Entitlement**
- a) Casual employees shall be paid in accordance with the wage schedule.
 - b) Casual employees shall move to the next increment step upon completion of a total annual FT equivalent hours (1950) worked for the Employer.
 - i) A casual employee hired having less than one (1) year's experience (1950 hours) shall be placed at the first step of the increment scale.
 - ii) A new casual employee hired shall receive credit for previous hours of experience on the wage increment scale as follows: One (1) increment step for each 1950 hours shall be granted for relevant nursing experience as determined by the Employer, provided not more than two (2) years have elapsed since such experience was obtained to a maximum of Step 5 for Registered Nurses and to a maximum of Step 3 for other classifications.
 - c) A regular employee who terminates her employment and is re-employed by the same Employer as a casual employee within forty five (45) calendar days shall retain the same increment step attained as a regular employee and be credited with the appropriate hours worked at that step.
 - d) When a casual employee applies for and receives a regular position she shall either retain the same increment step attained as a casual or be placed at the increment step which recognizes her previous

experience in accordance with the provisions of Article 43 — Previous Experience whichever is higher, and shall advance to the next increment on her anniversary date of employment.

G) Benefit Entitlement

a) **Grievance and Arbitration**

Casual employees have access to the grievance and arbitration procedures. (Reference Article 8 — Grievances and Article 9 — Arbitration.)

b) **Vacation Pay and Paid Holidays**

Casual employees shall receive eight percent (8%) of their straight time pay, exclusive of all premiums, in lieu of scheduled vacations and paid holidays (Reference 35.01 – Vacation).

H) Seniority

Seniority for casual employees is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1950) hours per year.

Casual employees shall be entitled to accumulate seniority in accordance with Article 12.01(B) Seniority - Definition.

Casual employees, while receiving Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority. This credit will be based on the number of hours worked as a casual employee during the twelve (12) month period preceding the date of illness or accident, calculated as follows:

1. Determine the number of hours worked in the twelve (12) month period.
2. Divide by fifty-two point two (52.2) weeks.
3. Multiply by the number of weeks on approved Workers' Compensation Benefits (wage loss replacement and rehabilitation benefits).

If the employee has held casual status for less than twelve (12) months preceding the date of illness or accident, then this shorter period will form the basis of the calculation.

I) Overtime Pay

a) A casual employee shall be entitled to overtime pay in accordance with Article 24.04 in the following circumstances:

- i) The hours of work in one (1) day exceed the normal daily full shift hours as defined in Article 23.01 – Hours of Work.
- ii) For any shifts worked in excess of six (6) consecutive shifts where the shift length is between seven point five (7.5) hours or eight (8).

J) Probationary Period

a) Newly hired casual employees will be probationary during their first three (3) months of employment or four hundred and sixty-eight (468) hours worked, whichever is greater.

ARTICLE 11 — ANNIVERSARY DATE AND INCREMENTS

11.01 Definition

Increment step means the annual gradation of wages within a classification as set out in Article 49 — Wage Schedules.

11.02 Anniversary Date

Effective April 1, 2010, a regular employee's initial date of current employment with the Employer as a regular employee shall be her anniversary date for the purpose of determining benefits and for the purpose of determining increment anniversary date. (Reference Article 49 – Wage Schedules).

11.03 Increments

A regular employee shall be entitled to increments based on a year's length of service subject to Article 29 Leave — General.

ARTICLE 12 — SENIORITY

12.01 Definition

A) Regular Employee

Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment, plus any seniority accrued, while working as a casual employee of the Employer.

B) Casual Employee

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent 1950 hours per year. A regular employee who terminates her employment and is rehired by the same Employer as a casual employee within forty-five (45) calendar days shall retain her seniority accrued as a regular employee.

12.02 Seniority - Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- A) while in receipt of Workers' Compensation benefits (wage loss replacement and rehabilitation benefits);
- B) absence due to maternity/parental leave as provided for in this Agreement;
- C) absence due to any paid leave for the period of the leave;
- D) absence due to the conduct of Union business;
- E) absence due to lay-offs, for the first twenty (20) work days;
- F) absence due to a general unpaid leave of absence, for the first twenty (20) work days; and
- G) absence while on a long-term disability claim.

For time periods in excess of those expressed above, seniority shall be maintained but not accumulated.

12.03 Employment in Excluded Positions and Within Other Bargaining Units

- A) An employee accepting a position of a continuous nature which is with the same Employer but outside of her bargaining unit, shall retain her seniority accumulated up to the date of leaving the bargaining unit, for a period of ninety (90) calendar days.
- B) An employee temporarily substituting in an excluded position shall continue to accumulate her seniority.

12.04 Seniority Lists

- A) On the last date of the payroll period immediately prior to January 1 and July 1 of each calendar year, the Employer shall post a master list showing the seniority of all employees at the worksite. The lists shall be

posted on the Union bulletin board and a copy shall be forwarded to the Head Office of the Union.

The seniority list shall contain the following information:

- i) name;
 - ii) status (regular full-time, regular part-time, casual);
 - iii) wage schedule classification;
 - iv) start date;
 - v) total hours for casuals;
 - vi) job titles;
 - vii) worksite;
 - viii) Social Insurance Number (subject to (B) below).
- B) In order to comply with the Income Tax Act, before the Employer releases the Social Insurance number of any employee, the Union shall provide the Employer with a signed waiver from each of their members, authorizing the release of the Social Insurance Number.

It is agreed that the Employer will not provide the Social Insurance Number without a signed waiver. Social Insurance Numbers will not be included on those lists posted at the worksite.

- C) Where such lists are produced in electronic format, the Employer will provide them to the Union in this format, provided that it can be done at no additional cost to the Employer.

ARTICLE 13 — PROBATIONARY PERIOD

- A) All regular employees shall be probationary during their first three (3) months of employment. Upon the completion of this probationary period the employee shall be granted seniority dating from the first day of employment with the Employer. The term "three (3) months" is defined as the period from any given date in one month to the immediately preceding date three (3) months later.
- B) By mutual written agreement between the Employer and the Union, the probationary period may be extended.
- C) During the probationary period the employee may be transferred or dismissed by the Employer if the Employer finds the employee to be unsuitable, providing the factors involved in suitability could reasonably be expected to affect work performance.

ARTICLE 14 — TERMINATION OF EMPLOYMENT

14.01 Employee Termination

- A) Regular employees other than those serving a probationary period, shall give twenty-eight (28) calendar days written notice of termination to a representative designated by the Employer with the authority to accept such written notice.
- B) The period of notice as set forth in (A) above must be for time scheduled to be worked and must not include accrued vacation, unless such vacation has been previously scheduled and approved in accordance with Article 35.02 — Scheduling of Vacation.
- C) Provided that twenty-eight (28) days notice in advance of commencement of vacation has been given to the Employer, a retiring employee is exempt from the provisions of (B) above and may schedule any portion of her accrued vacation entitlement immediately prior to retirement.

14.02 Waiver of Notice

The Employer may waive the written notice as set forth in Article 14.01.

14.03 Notice - Penalty

A regular employee who fails to give twenty-eight (28) calendar days notice of termination shall be paid her earned vacation entitlement less two percent (2%).

14.04 Employer Terminations

- A) The Employer shall notify the Union of all employee terminations within ten (10) calendar days of the notice of termination. (Reference Article 8.05 — Resolution of Employee Dismissal or Suspension Disputes.)
- B) Employer terminations are subject to the grievance and arbitration procedure. (Reference Article 8 — Grievances and Article 9 — Arbitration.)

ARTICLE 15 — EMPLOYEE EVALUATION

15.01 Evaluations

Formal written performance evaluations of each employee shall be carried out during the probationary period and not less than annually thereafter.

15.02 Employee Rights

- A) When such a formal written evaluation is carried out the employee shall be made aware of the evaluation and shall signify in writing awareness of the evaluation. If an employee disagrees with the evaluation, then the employee may object in writing to the evaluation, and such objection shall be retained by the Employer with the evaluation.
- B) An employee shall be entitled, upon reasonable notice, access to her personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect the formal written evaluation and all written censures, letters of reprimand and adverse reports of performance evaluations. An employee shall be made aware of all such evaluations, censures, letters and reports and upon written request shall be provided with copies of the same.
- C) Any employee who disputes any censure, reprimand or adverse report may have recourse through the grievance procedure and the eventual resolution thereof shall become part of the employee's personnel record with such amendments or deletions that may be requisite.

15.03 Records Removed

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and destroyed eighteen (18) months after the date of the incident. Record of suspensions will remain on file for a period of eighteen (18) months following the expiry of suspension.

The foregoing provisions apply provided that no further disciplinary action has occurred within the intervening period.

Upon request of the employee, letter(s) of expectation shall be removed from the employee's file and destroyed eighteen (18) months after the date of the letter. The foregoing provision applies provided that the behaviour or conduct that resulted in the letter of expectation being issued has not reoccurred within the intervening period. Letters of expectation are not deemed to be disciplinary, hence not subject to the grievance process.

ARTICLE 16 — VACANCY POSTINGS

16.01 Postings

- A) The Employer shall post notice of all vacancies, describing the position, department, the date of commencement, a summary of the job description and the required qualifications.
- B) The Employer agrees to post notices at least fourteen (14) calendar days in advance of selection.

16.02 Temporary Appointments

- A) The Employer may make a temporary appointment, without posting, to a vacant position provided such position is one in which the former incumbent has terminated employment with the Employer. The temporary appointment shall not exceed thirty (30) work days, unless the Union and the Employer mutually agree to extend this time limit.
- B) The Employer may make a temporary appointment to a position in which the present incumbent has been granted leave of absence. Where such leave of absence is for a period in excess of four (4) calendar months, the Employer shall post a notice relative to the vacancy. Such temporary employment shall not exceed twelve (12) months, unless the Union and the Employer mutually agree to extend this time limit. The Employer shall advise the Union of such long-term appointments.
- C) A regular employee who is assigned to, or on her own volition, fills a temporary appointment shall return to her former position and pay rate without loss of seniority and accrued perquisites when the temporary appointment ends.

16.03 Temporary Positions

- A) The Employer may create regular temporary positions for vacation relief for more than one (1) incumbent for up to six (6) months duration.
- B) The Employer may create regular temporary project positions (i.e. grant funded, capital projects, pilot projects, or term specific assignments) for up to twelve (12) months' duration. These positions are not renewable after the end date of the project, unless the Union and Employer agree to renew/extend the time limits.
- C) These positions will be posted and filled in accordance with Article 16.01 — Postings. The posting will include the projected end date of the position. A casual employee who bids into any vacancy pursuant to 16.03(A) and (B) above will have her status changed to regular for the duration of the time worked in the temporary position and will then revert to casual status. Internal regular employees will return to their previous status and external candidates will return to their pre-employment status. Employees in these positions will be given a minimum of ten (10) calendar days' notice of any change to the projected end date of the position.

16.04 Increasing or Decreasing Regular Part-Time Employee FTE Status

- A) Where an increase or decrease in hours is required in a unit/ward, the Employer will determine where these hours would be best utilized/reduced. Further, where the Employer's scheduling objectives are met, the Employer will offer a part-time employee, by seniority, the opportunity to have the hours in her existing schedule increased or decreased. Where the employee accepts the offer, there shall be no requirement for displacement notice or vacancy posting of that position. This provision shall not apply if it results in a change of employee status.

- B) Where a change in scheduled hours results in an on-going change in an employee's FTE status of +/- 0.03 or less, the Employer will not be required to issue displacement notice to the incumbent. A change under this clause shall be limited to once a year except by mutual agreement.

16.05 Posting of Successful Candidate

The name of the successful candidate shall be posted within seven (7) calendar days of making the appointment(s). Applicants wishing to be notified individually shall provide the Employer with a self-addressed envelope.

ARTICLE 17 — PROMOTIONS, TRANSFERS AND DEMOTIONS IN THE FILLING OF VACANCIES OR NEW POSITIONS

17.01 First Consideration

The Employer agrees that when a vacancy occurs or a new position is created at the worksite which is within the Union bargaining unit, the Employer shall give its employees, provided there are no employees currently on lay-off, first notice and first consideration in filling the vacancy or new position. Each employee who applies for the vacancy or new position shall be given equal opportunity to demonstrate fitness for the position by formal interview and/or assessment. Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, she shall be given, upon request, an explanation as to why her application was not accepted. The request for reasons must be made within fourteen (14) calendar days of becoming aware that the employee is not the successful candidate, pursuant to Article 16.05. The Employer shall provide such reasons within a further fourteen (14) calendar days.

17.02 Filling Vacancies

- A) In the filling of vacancies, new positions, transfers or promotions, appointments shall be made to the employee with the required qualifications, and level of competency and efficiency as required by the position specifications, and where such requirements are equal, seniority shall be the determining factor.
- B) The parties recognize the potential benefit of expediting the filling of vacancies. When an existing employee has applied for posting that is the same classification as their current position, the parties agreed that no interview/assessment process shall be required, and the position shall be awarded based on seniority.

17.03 Qualifying Period

If a regular employee is promoted or transferred to a position, then that employee shall be considered a qualifying employee in her new position for a period of ninety (90) calendar days.

If a regular employee is promoted or transferred to a position either within or outside the certification and is found to be unsatisfactory, she shall be returned to her previously held position.

If a regular employee is promoted to a position, either within or outside the certification, and finds the position to be unsatisfactory, she shall be returned to her previously held position.

17.04 Orientation and Training

The parties to the collective agreement recognize the value of orientation programs for employees and that the responsibility for providing such programs lies with the Employer. The Employer agrees to provide such orientation in a manner it deems appropriate to employees new to the worksite or new to the unit/ward to enable the employee to adjust.

Orientation shall include:

- A) fire and disaster plan
- B) organizational structure
- C) relevant policies and procedures
- D) physical layout of the worksite and unit
- E) duties of the position

Employees required to attend such programs will be paid at the applicable rate of pay.

17.05 Returning to Formerly Held Position

A) From Outside of Bargaining Unit

The returning employee who was promoted outside of the certification shall return without loss of seniority and accrued benefits and shall be slotted at the increment step to which she would have been entitled had the promotion not occurred. These terms and conditions apply for a period of ninety (90) calendar days from the date she commences work in the new position. (Reference Article 12.03 — Employment in Excluded Positions)

B) From Within Bargaining Unit

A regular employee promoted or transferred within the certification and returning to her formerly held position shall do so without loss of seniority or accrued benefits.

C) Other Employees Affected

Any other employee who was promoted or transferred as a result of the promotions or transfers as stated above, shall be returned to her formerly held position under the same terms and conditions as stated in (B) above.

17.06 Salary on Promotion

A promoted employee shall receive the lowest step in the new increment structure which shall give her a minimum monthly increase of two hundred dollars (\$200.00). The maximum rate of the new increment structure shall not be exceeded because of the application of this provision.

17.07 Increment Anniversary Date

A promotion shall not change an employee's increment anniversary date. (Reference Article 11 — Anniversary Date and Increments.)

17.08 Temporary Assignment to a Lower Rated Position

If an employee is temporarily assigned to a lower rated position, the employee shall incur no reduction to wages or benefits.

17.09 Voluntary Demotion

An employee requesting a voluntary demotion from a higher-rated position and who is subsequently demoted to the lower-rated position, shall be paid on the increment step appropriate to the employee's continuous service with the Employer. A voluntary demotion shall not change an employee's anniversary date.

ARTICLE 18 — LAY-OFF & RECALL

18.01 Lay-Off

In the event of a reduction in the work force, regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

The Employer shall give regular employees the following written notice of layoff, with a copy to the Union, or normal pay in lieu of notice as follows:

A) Regular Full-Time Employees

- i) less than five (5) years' service - twenty-eight (28) calendar days' notice, or regular pay for twenty (20) work days;
- ii) minimum of five (5) years but less than ten (10) years' service - forty (40) calendar days' notice, or regular pay for thirty (30) work days;
- iii) more than ten (10) years' service - sixty (60) calendar days' notice, or regular pay for forty (40) work days.

B) Regular Part-Time Employees

Regular part-time employees require the same notice, however, pay in lieu of notice shall be calculated as follows:

$$\frac{\text{hours paid per month} * (\text{excluding overtime}) \times ** \text{ work days in lieu of notice}}{(156.6 \text{ hours}***)}$$

- Includes leave without pay up to twenty (20) work days. Reference Article 29 (Leave — General).
- Entitlement as in A)(i), (ii), or (iii).

C)

- i) Service with a previous Employer shall not be included as service for the purpose of this Article, and
- ii) the period of notice must coincide with scheduled work shifts and must not coincide with vacation.

D) The notice of layoff will identify the options available to the employee, which may include:

- the right to bump a junior employee provided the employee is qualified to do the job of the junior employee,
- the opportunity to apply for a posted vacancy that exists at the time of layoff,
- the opportunity to accept casual work as it becomes available,
- full layoff with the right to recall, or
- waiver of recall and voluntary termination with severance, if applicable.

When notice of displacement or layoff has been issued, the laid off employee and representative of the Union and the Employer will meet to review the affected employee's available options. The affected employee's options must be exercised within ten (10) working days of receipt of written notification of layoff by written notice to the Administrator.

In the event an employee is working under a medically-documented accommodation arrangement and is subject to displacement or bump arising from a workforce reduction, representatives of the Union and the Employer will meet to review the employee's prevailing medical status and discuss possible work alternatives to maintain a reasonable level of accommodation for the affected employee, and/ or identify options for the senior affected employee.

Employees on an approved leave of absence and who are served notice of a workforce reduction may elect to exercise their options while on leave or upon return to work. If the employee elects to make their choice on return to work the choice will be based on the available positions and seniority lists current at that time.

A laid off regular employee who elects to take casual work in accordance with (D) above, will be accorded first opportunity for casual work ahead of those employees on the casual roster, up to the laid off regular employee's pre-layoff FTE status. Thereafter, the affected employee will be offered casual work in accordance with the employee's seniority placement in the overall casual roster.

18.02 Recall

Employees on layoff will be recalled to work of an ongoing nature on the basis of last-off, first-on, provided that the employees being recalled have the capabilities and qualifications to perform the work available. Employees shall receive seven (7) calendar days' notice of recall by registered mail. The employees shall keep the Employer advised at all times of their current address.

Laid off employees failing to report to work of a regular nature within seven (7) calendar days of the date of receipt of the written notice will be considered as having abandoned their right to re-employment. An exception would be where the employee is obligated to give more than seven (7) calendar days' notice to the employee's current employment, or where the employee can provide satisfactory reason for not reporting within the seven (7) day period.

Satisfactory reason is in the opinion of the Employer and will not be considered after thirty (30) days of the date of recall.

18.03 Benefits Continued

- A) Employees with one (1) or more years of service who are laid-off shall accrue benefits for twenty (20) work days and shall have their benefits maintained for the balance of a one (1) year period of time. (Reference Article 29 — Leave - General.)
- B) Employees with less than one (1) year of service but more than three (3) months of service who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for one (1) year period of time.
- C) Probationary employees who are laid-off shall not accrue benefits for twenty (20) work days but shall have their benefits maintained for three (3) months.
- D) For the first twenty (20) work days of lay-off as expressed in (A) above, the Employer shall continue to pay premiums under the Medical Plan, Extended Health Care Plan, Dental Plan, Long-Term Disability Plan, and Group Life Insurance Plan. For the balance of a one (1) year period, or the time periods expressed in (B) and (C) above, whichever is applicable, employees who remain laid-off may continue to be insured under the above named plans upon payment of the appropriate premium to their Employer at such times as may be required pursuant to the said plan(s).

18.04 Laid Off Employees

- A) Should regular vacancies occur following layoff, those employees on layoff shall be recalled to these positions in order of seniority providing they have the capabilities and qualifications to perform the duties of the vacant position.

Laid-off employees may decline recall to one regular position without affecting their lay-off status.

- B) Any recall shall not result in a promotion unless agreed upon between the Union and the Employer.

- C) If no employee on lay-off possesses the required capabilities and qualifications, the vacant position will be posted in accordance with Article 16.01. No new employee or casual employee shall be hired to fill regular positions until those laid-off have been given first option of recall.
- D) An employee recalled to a position shall be considered a qualifying employee pursuant to Article 17.04 and shall be entitled to orientation as specified in Article 17.05. If the employee is found to be unsatisfactory in the qualifying period, she shall be returned to the recall list. Total time on the recall list shall not exceed one (1) year.

18.05

Employees on a leave of absence are not subject to layoff until completion of such leave.

18.06 Recall Period

Post probationary employees who are laid-off beyond a one year period of time shall be deemed to be terminated. Probationary employees who are laid-off beyond a three month period of time shall be deemed to be terminated.

ARTICLE 19 — TECHNOLOGICAL CHANGE

19.01 Technological Policy

The Employer agrees to take all reasonable steps so that no employee shall lose employment because of technological change (automation or introduction of a new method of operation) which adversely affects the rights of employees or their wages or working conditions.

19.02 Technological Displacement

A) Employee Notified

Employees affected by technological change shall be notified in writing at least sixty (60) calendar days in advance of the implementation of such technological change.

B) Union Notified

- i) The Employer shall notify the Union sixty (60) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.
- ii) Any dispute arising in relation to adjustment to technological change shall be discussed between the Employer and the Union. If subsequent to this discussion a dispute still exists, then either party may refer the matter to arbitration for final and binding conclusion as prescribed in Article 9 — Arbitration.

19.03 Wages on Reassignment

An employee reassigned to a lower rated position because of the introduction of technological change, automation or new methods of operations shall continue to be paid at his/her current wage rate until the wage rate in the new position equals or exceeds it.

19.04 Lay-off Due to Technological Change

When it is necessary to reduce staff due to technological change, the lay-offs shall be done in accordance with the provisions of Article 18 – Lay-Off and Recall.

ARTICLE 20 — CREATION OR CHANGES IN CLASSIFICATION

20.01

If the Employer creates a new position not covered by an existing classification, or a significant change in the job content of an existing position occurs, the Employer shall establish the salary and give written notice to the Union of its intent to implement the new salary.

20.02

If the Union fails to object in writing within twenty-eight (28) days of receipt of the notice from the Employer, the salary will be considered as established.

20.03

If the Union objects to the salary, the parties will meet and negotiate the new salary. Should the parties not reach agreement within a further twenty-eight (28) calendar days of notice from the Employer, the matter may be referred to Arbitration for resolution. Any new salary established by negotiation or arbitration will be retroactive to the employee's date of appointment to the new position or retroactive to the date of the significant change in job content by the Employer.

ARTICLE 21 — JOB DESCRIPTIONS

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, worksite, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties, qualifications and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within sixty (60) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

ARTICLE 22 — WORK SCHEDULES

22.01 Master Work Schedule

The Employer shall develop a master work schedule of off-duty and on-duty days and shifts. Each regular employee shall be assigned to a place on the master work schedule. The Employer shall make every effort not to change the place of an employee on a master work schedule.

22.02 Determination of Work Schedules

Work schedules, whenever possible, shall be determined by mutual agreement between the Employer and employees at the local level.

22.03 Requirements of Work Schedule

- A) A regular employee shall not be scheduled to work more than six (6) consecutive days, unless requested by the employee and agreed to by the Employer.
- B) All off-duty days shall be consecutive unless requested by the employee and agreed to by the Employer.
- C) Each regular employee shall be scheduled off-duty an average of not less than one (1) weekend in every three (3) weekends in each nine (9) week period. For the purposes of this Article, a weekend means the period of time between 2400 hours Friday and 0800 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived.

D) Except by agreement between the Employer and the employee concerned each regular employee shall receive two (2) clear off-duty shifts when changing shifts and at least forty-eight (48) hours off-duty after completing a tour of night duty.

22.04 Posting of Work Schedules

Work schedules shall be written in ink and posted and maintained in such a way as to provide every employee an opportunity to know her shift schedule for an advanced period of six (6) weeks.

22.05 Voluntary Shift Exchange

When operational requirements permit, employees may exchange shifts among themselves provided that:

- A) prior approval of such exchange is given by the employee's immediate supervisor; and
- B) an employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift. The Employer shall not incur any additional costs over and above those expenses which would have resulted had the exchange not taken place.

ARTICLE 23 — HOURS OF WORK, MEAL PERIODS, REST PERIODS

23.01 Hours of Work

There shall be an average of forty (40) hours per week, inclusive of meal periods, or a mutually agreed equivalent. The normal weekly full shift hours shall be an average of forty (40) hours per week, inclusive of meal period. The normal daily full shift hours shall be eight (8) hours.

23.02 Consecutive Hours of Work

The daily hours of work for each employee shall be consecutive, normally.

23.03 Meal Periods

Employees who work more than five (5) consecutive hours shall be given an unpaid meal break of thirty (30) minutes. Employees who are designated to work through their meal period will be paid straight time for the meal period.

23.04 Rest Periods

The current practice of two (2) fifteen (15) minute rest period per shift shall continue.

23.05 On-Call Time

Hours of work shall not include on-call time.

23.06 Standard/Daylight Savings Time Change

Employees shall be paid for actual hours worked when scheduled to work the nights of the standard/daylight savings time changes. It is understood that this pay will be at straight time.

ARTICLE 24 — OVERTIME

24.01 Definition

A) Overtime means authorized services performed by an employee in excess of the normal daily full shift

hours or weekly full shift hours as set out in Article 23.01 — Hours of Work.

24.02 Employee's Right to Decline Overtime

A) General Rights

The Employer may request an employee to work a reasonable amount of overtime. Should the employee believe that the Employer is requesting the employee to work more than a reasonable amount of overtime, then the employee may decline to work the additional overtime, except in emergency conditions, without being subject to disciplinary action.

- B) The Employer shall offer overtime to regular full-time and regular part-time staff in order of seniority, after work has been offered at straight time to casual employees as per Article 10.04(A)(Casual Employees – Definition) and then to regular part-time staff at straight time.

Overtime offered and not accepted by regular employees shall be offered in order of seniority to casual employees as per Article 10.04(I) – Casual Employees – Overtime Pay.

Vacant Shifts and hours shall therefore be offered in the following order:

- 1) Casual employees at straight time in order of seniority
- 2) Regular part-time employees at straight time
- 3) Regular full-time and part-time employees in order of seniority at applicable overtime rates
- 4) Casual employees at overtime rates

C) Double Shift and Work on a Scheduled Day Off

A regular full-time employee may be requested by the Employer to work on only one (1) of her scheduled days off per week, or to work a double shift. The decision to work the scheduled day off or the double shift remains with the employee.

24.03 Application

- A) A record shall be kept of authorized overtime worked by each employee which, at the option of the employee, shall be taken as time off or pay. Should the option be time off, such time off for overtime shall be accumulated and taken at a time mutually agreed to by the employee and the Employer.
- B) Overtime earned shall, at the employee's option, be taken as time off or pay and may be banked up to thirty (30) hours per year. Any unused portion of the accumulated overtime shall be paid out at the employee's current rate of pay on December 31st of each calendar year.

24.04 Overtime Pay Calculation

Overtime shall not be claimed or received for less than fifteen (15) minutes. If overtime amounts to fifteen (15) minutes, or more, it shall be paid for the total period.

For a regular part-time employee, overtime will be calculated based on the current six (6) weeks rotation. Any shift in excess of thirty (30) shifts within the six week rotation period will be deemed overtime and paid out as per Article 23.01. Pay weeks within the six (6) week rotation period will be identified 1 through 6. The employee shall receive payment of accruals for overtime in the pay period following the six (6) week overtime accrual period.

- A) Overtime at the rate of time and one-half (1.5) shall be paid on the following basis:
- i) for the first four (4) hours in excess of the normal daily full shift hours (i.e., eight (8)) hours as defined by Article 23.01 — Hours of Work; this applies to all regular and casual employees.
 - ii) for the first normal daily full shift hours in excess of the normal weekly full shift hours as defined by Article 23.01 — Hours of Work.

- B) Overtime at the rate of double (2) time shall be paid on the following basis:
 - i) for all hours in excess of twelve (12) in a day
 - ii) for all hours in excess of those worked in (A)(ii) above;

ARTICLE 25 — NON-DISCRIMINATION

- A) The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia
- B) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.
- C) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the basis of sexual orientation.
- D) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary with respect to any person engaging in sexual harassment at the work place.

ARTICLE 26 — OCCUPATIONAL HEALTH AND SAFETY PROGRAM

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the Workers Compensation Act and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing. The Employer will also provide employees with information on where copies of the Regulation are available for ordering from the Workers' Compensation Board, providing the address, phone number, and website for the Workers' Compensation Board.

26.01 Joint Occupational Health and Safety Committee

The Employer and the Union recognize the role of the joint Occupational Health and Safety Committee in promoting a safe and healthful workplace.

The parties agree that a Joint Occupational Health and Safety Committee shall be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives. Representatives of the Union shall be chosen by the Union membership or appointed by the Union.

All minutes of the meetings of the Joint Occupational Health & Safety Committee will be recorded in a mutually agreeable format and will be sent to the Union.

The Employer agrees to provide or cause to be provided to Employer members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfill those duties competently.

The Union agrees to provide or cause to be provided to Union members of the Joint Occupational Health and Safety Committee adequate training and orientation to the duties and responsibilities of committee members to allow the incumbents to fulfill those duties competently.

Such training and orientation shall take place within six (6) months of taking office.

26.02 Medical Examinations

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, inoculation and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse affect on the employee's health.

26.03 Safe Workplace

- A) The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated. Employers will take all reasonable steps to eliminate, reduce and/or minimize threats to the safety of employees.
- B) An employee performing visitation to clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.
- C) When the Employer is aware that a patient/resident/client has a history of violent behaviour, the Employer shall make such information available to the employee. Upon admission or transfer the Employer will make every reasonable effort to identify the potential for aggressive behaviour. In-services and/or instruction in caring for the violent patient will be provided by the Employer.
- D) The Employer will provide orientation and/or in-service which is necessary for the safe performance of work including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents/clients and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

26.04 Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the opinion of the employees' physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence until maternity leave commences.

26.05 Provision for Immunizations

- A) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
- B) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine free of charge.

26.06 Workload

An employee who believes that her workload is unsafe or consistently excessive shall discuss the problem with her immediate supervisor. If the problem is not resolved in this discussion, the employee may seek a remedy by means of the grievance procedure. If the matter is not resolved in the grievance procedure, it may be referred to troubleshooter who shall:

- i) investigate the difference;
- ii) define the issue in the difference; and
- iii) make written recommendations to resolve the differences.

ARTICLE 27 — LEAVE - COURT APPEARANCE

- A) A regular employee who is required by law to serve as a juror or subpoenaed as a witness in any court, not being herself a party to the proceedings, shall be granted a leave of absence with pay equal to the length of the court duty.
- B) An employee in receipt of her regular rate of pay and benefits while at court shall remit to the Employer any witness or jury fees received for days that she is normally scheduled to work, providing these do not exceed her regular pay. Travelling and meal allowances paid by the Court and not by the Employer shall not be remitted.
- C) Regular employees who work evening or night shifts who are required by law to serve as jurors or subpoenaed as witnesses in any court, shall, at the employee's request, be relieved of their assigned shifts and shall be compensated pursuant to subsection (A) preceding.
- D) In cases where an employee is a party to the proceedings and is required to appear in court, the Employer shall grant the employee an unpaid leave of absence.

ARTICLE 28 — LEAVE - ELECTIONS

Employees who are eligible to vote in a Federal or Provincial election or referendum shall be entitled to four (4) consecutive hours free from work during the hours the polls are open to cast their vote. If in order to satisfy this provision an employee must absent herself from work she shall suffer no loss of salary for the scheduled hours away from work.

ARTICLE 29 — LEAVE - GENERAL

29.01 Application

An employee granted any unpaid leave of absence totalling less than twenty-one (21) days in any calendar year shall continue to accumulate all benefits including applicable Superannuation or pension plans, provided the employee continues to remit her contributions during this period. Any excess over twenty (20) work days in any calendar year shall be deducted from length of service in the computation of benefits and for increment progression purposes unless otherwise mutually agreed upon by the Union and the Employer.

Article 32 — Leave -Union shall not be deducted from the twenty (20) work days, or balance thereof, as expressed above.

29.02 Notice

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence shall be made in writing to the representative designated by the Employer with the authority to accept such requests, and may be granted at the Employer's discretion. Reasonable notice of at least thirty (30) days shall be given to minimize dislocation of staff. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request as soon as possible at least forty-eight (48) hours prior to the commencement date of the requested leave.

In exceptional circumstances, such as medical or family emergencies, employees shall provide as much notice as possible, which may be significantly less, depending on the circumstances. Such requests shall not be unreasonably denied. The Employer shall indicate to the employee, in writing, the acceptance or refusal of such request as soon as possible prior to the commencement date of the requested leave and at no time greater than eight (8) hours after the request for the leave.

29.03 Increments

Leave of absence shall not affect annual increments, when granted for educational purposes and parental leave. (Reference Article 11 — Anniversary Date and Increments.)

ARTICLE 30 — LEAVE - PUBLIC OFFICE

Employees shall be granted an unpaid leave of absence to enable them to run for an elected public office if nominated, and if elected, to serve their term(s) of office. (Reference Article 29 — Leave - General.)

ARTICLE 31 — LEAVE – MATERNITY AND PARENTAL

Maternity and Parental Leave shall be in keeping with *Employment Standards Act* of British Columbia and applicable Employment Insurance legislation. A summary of the current legislation is attached in Appendix A.

ARTICLE 32 — UNION LEAVE

- A) Subject to the operational requirements of the Employer and on two (2) weeks' notice in writing, unpaid leave of absence will be granted to one employee who is elected or appointed by the Union for the purpose of conducting official Union business.
- B) Unpaid leave of absence will be granted to a maximum of two (2) members of the Union's bargaining committee for time spent, including travelling time, preparation for negotiations, and thereafter for meetings with representatives of the Employer during negotiation, including mediation and arbitration of the Collective Agreement.
- C) Subject to operational requirements, unpaid leave of absence shall be granted to members of Council/Board and members of Council/Board committees in lieu of missed scheduled days off.
- D) Employees on leave of absence pursuant to (A), (B), and (C) above, shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the Employer in full for the costs of maintaining such salaries and benefits.
- E) An employee who holds the position of full-time president with the Union shall be granted a leave of absence without pay for the period during which the employee holds the position.
- F) The employee shall be entitled to return to the employee's former position with the Employer, and shall be provided with an adequate period of orientation upon return to work.
- G) The employee shall not be subject to discipline by the Employer for activities related to work on behalf of the Union.

ARTICLE 33 — COMPASSIONATE LEAVE

Compassionate leave of up to five (5) paid days shall be granted to regular employees immediately following the time of notification of the death of a member of the employee's immediate family. Immediate family shall mean spouse, child, mother, father, grandchild, grandparent, or sibling. The Employer may grant additional unpaid leave at their discretion.

ARTICLE 34 — SICK LEAVE

34.01

Regular full-time and regular part-time employees accrue sick leave on the basis of twelve percent (12%) of straight time hours worked to a maximum of nine hundred (900) hours and may draw upon their sick leave for the purpose of illness or a non-work related injury.

34.02

The sick leave bank may be carried forward into a subsequent calendar year.

34.03 Payment

Regular employees shall receive their regular pay for each sick day.

Employees who have used up their sick leave dollar bank and continue to be absent due to sickness shall be placed on an unpaid leave of absence.

34.04 Benefits Accrue

The following benefits accrue when an employee is on paid sick leave: vacation, sick time, paid holidays, health benefits as per Article 48 — Health and Welfare Benefits and Article 41 — Retirement Plan.

34.05 Proof of Illness

Employees who are absent from duty because of sickness may be required by the Employer to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. A doctor's certificate may be requested for each leave of more than three (3) consecutive work days.

34.06 Leave - Workers' Compensation

A) Entitlement to Leave

An employee shall be granted Workers' Compensation leave with net pay in the event that the Workers' Compensation Board – WorkSafe BC, determines that the employee has established a claim (time loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. For the purposes of this clause, net pay is defined as the employee's regular net take-home wages to ensure that the non-taxable status of Workers' Compensation benefits does not provide an opportunity for an injured worker to earn more while on claim than if they were working. The term claim will not include any form of WCB allowance or pension, and this section will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

B) Reimbursement to Employer

The employee shall pay to the Employer any amount received for loss of wages in settlement of any claims.

C) An employee off work on WCB claim shall receive net wages as defined by (A) above, and benefits equalling but not to exceed their normal entitlement had they not suffered a compensable injury. The following benefits accrue for the first thirty (30) calendar days of a WCB claim: vacation, sick time, paid holidays, health benefits as per Article 48 – Health and Welfare Benefits, and Article 41 – Retirement Plan. Unused vacation credits accrued prior to the claim shall not be lost as a result of this clause.

D) When an employee draws on their sick leave dollar bank and Workers' Compensation leave is subsequently approved for the same period, reimbursements from (B) above shall be placed back into the employee's sick leave dollar bank.

E) Continuation of Employment

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause. Upon return to work following recovery, an employee who was on claim for less than twenty-nine (29) months shall continue in her former job; an employee who was on claim for more than twenty-nine (29) months shall return to an equivalent position, exercising her seniority rights if necessary, pursuant to Article 12 and Article 18.

34.07 Enforceable Legal Claim

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall, at the request and expense of the Employer, take all steps reasonably necessary to enforce the said claim. If the employee receives any payment of accounts of earnings as a result of such claim, the employee shall pay to the Employer, so much of the said payment as related to the sick leave pay received by the employee for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment.

ARTICLE 35 — VACATION

Regular full-time employees shall be entitled to vacation leave at their regular rate of pay. Vacation will be pro-rated based on paid days, excluding overtime. Casual employees will receive six percent (6%) in lieu of vacation.

35.01 Vacation Entitlement

- A) Regular employees shall be entitled to vacation leave based on length of service.
- B) Regular full-time employees shall be entitled to vacation leave at their regular rate of pay, as follows:
 - 20 work days after 1 year of continuous service
 - 20 work days after 2 years of continuous service
 - 20 work days after 3 years of continuous service
 - 20 work days after 4 years of continuous service
 - 21 work days after 5 years of continuous service
 - 22 work days after 6 years of continuous service
 - 23 work days after 7 years of continuous service
 - 24 work days after 8 years of continuous service
 - 25 work days after 9 years of continuous service
 - 26 work days after 10 years of continuous service
 - 27 work days after 11 years of continuous service
 - 28 work days after 12 years of continuous service
 - 29 work days after 13 years of continuous service
 - 30 work days after 14 years of continuous service
 - 31 work days after 15 years of continuous service
 - 32 work days after 16 years of continuous service
 - 33 work days after 17 years of continuous service
 - 34 work days after 18 years of continuous service
 - 35 work days after 19 years of continuous service

35.02 Terminating Employees

- A) When a regular employee with more than twelve (12) months' service terminates employment, the Employer shall pay for vacation entitlement accrued to the date of termination, less vacation pay if any

paid in accordance with this Article.

- C) When a regular employee with less than twelve (12) months' service terminates employment, the employee shall be paid, as vacation pay, six percent (6%) of her gross wages, less vacation pay, if any, paid in accordance with this Article.
- D) Employees who terminates part way through a calendar year and who have taken more days of vacation than earned according to the formula above will have unearned vacation taken repaid to the Employer.

35.03 Scheduling of Vacation

- A) The Employer shall permit annual vacations to be taken during the entire year.
- B) The scheduling of vacations shall be subject to the operational requirements of the Employer.
- C) The selection of vacation and the posting of the approved vacation schedule shall be completed by December 31st of the preceding calendar year or any other date mutually agreed at the local level. Such local agreements shall be filed with the Union and the Employer.
- D) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent.
- E) Vacation entitlement accrued to June 30 (inclusive) shall be taken prior to January 1 in the following year unless otherwise required by operational necessity.

Despite the above, where an employee's vacation is cancelled by the Employer due to operational requirements, the employee may elect to carry over up to seven (7) days to be used no later than June 30 in the following year.

Unused vacation shall be paid out at straight time rates by the last pay period of February of the following year. Payout shall not include any carryover of vacation pursuant to the above.

- F) Employees may, prior to the scheduling of vacation, request to have their vacation scheduled in accordance with either the principle of seniority or on a rotating basis. Where a consensus of employees cannot be reached as above, vacations shall be scheduled according to seniority on the basis that the employees with the most seniority shall have the first choice of vacation times. Employees failing to exercise their rights within the vacation selection time posted by the Employer shall forfeit their seniority rights in respect to choice of vacation time.
- G) Vacation time may be divided and shall be scheduled at a time mutually agreeable to the employee and the Employer, however, an employee who splits her vacation shall not receive her choice of when she wishes to take the subsequent portion of her vacation until all other employees in the unit/ward have made their first choice of vacation time.

35.04 Vacation Entitlement Earned During Vacation

Vacation entitlement shall be earned during vacation periods, except for accrued entitlement paid on termination.

ARTICLE 36 — PAID HOLIDAYS

Each regular employee shall receive a day off for the following paid holidays and any other general holiday proclaimed by the Federal or Provincial Government;

New Year's Day

Labour Day

Good Friday
Easter Monday
Victoria Day
Canada Day
BC Day

Thanksgiving
Remembrance Day
Christmas Day
Boxing Day
BC Family Day

Each employee who is eligible shall receive their statutory holiday pay within normal pay schedule. Employees who work on a statutory holiday must be given a day in lieu and be paid one and half times (1 ½ x) employee's regular wage for the time worked up to twelve (12) hours and double (2 x's) the employee's regular wage for any time worked over twelve (12) hours.

Where the worksite operates on Christmas Day and New Year's Day, a regular employee shall receive either Christmas Day or New Year's Day off unless the employee requests to work both days and this is agreed to by the Employer.

Eligible paid time under this article is only for those hours worked on the calendar day, or on the day designated by the Employer as the statutory holiday, starting at 0001 hours and concluding at 2400 hours.

ARTICLE 37 — WORKERS' COMPENSATION

All employees shall be covered by the provisions of the *Workers' Compensation Act*. (Reference Article 34 — Leave - Sick.)

ARTICLE 38 — EMPLOYMENT INSURANCE

38.01 Coverage

Eligible employees shall be covered by the *Employment Insurance Act* or succeeding Acts.

ARTICLE 39 — VOLUNTEERS

It is agreed that Volunteers have a role in health care and an important link to the community being served.

The Employer agrees not to use Volunteers to do the work presently performed by members of the bargaining unit that will result in layoff of regular employees within the bargaining unit.

ARTICLE 40 — WELLNESS INCENTIVE

Regular employees will qualify for up to \$250.00 per year when enrolled in a wellness activity. Employees will provide original receipts and then be reimbursed. Part-time employees will qualify for a pro-rated amount based on straight time earnings.

ARTICLE 41 — RETIREMENT PLAN

The Employer shall match employee RRSP contributions to a maximum of six point seven percent (6.7%) effective June 27, 2017.

ARTICLE 42 — EXEMPT AND SAVE HARMLESS

The Employer shall insure to:

A) exempt and save harmless employees from any liability action arising from the proper performance of

their duties for the Employer, and

B) assume all costs, legal fees and other expenses arising from any such action.

ARTICLE 43 — PREVIOUS EXPERIENCE

The Employer will recognize the previous relevant experience of new employees when determining salary, provided not more than two (2) years have elapsed since such experience was obtained on the following basis:

Regular Employees – One step on the increment scale for each year of relevant experience.

Casual Employees – One step on the increment scale for each year of relevant experience to a maximum of Step 5 for RN's and to a maximum of Step 3 for all other classifications.

ARTICLE 44 — PAYMENT OF WAGES

44.01 Wages

Wages shall be paid each employee in accordance with Article 49 — Wage Schedules.

44.02 Retroactive Pay and Benefits

All rates of pay and benefits of this Agreement shall be applied retroactively to their respective dates as provided in this Agreement. Former employees of the Employer who are entitled to pay and benefits described above shall receive them, providing they leave a forwarding address for this purpose.

Retroactive pay shall be received by employees no later than ninety (90) calendar days after the signing of this agreement.

44.03 Pay Days

Employees shall be paid direct deposit on or before the scheduled pay day.

The employee shall choose the financial institution in Canada to which they wish their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred.

Where an employee identifies a significant error in her pay, that is the Employer's error, the Employer must provide an electronic funds transfer within forty-eight (48) hours at the employee's request.

44.04 Statement of Wages

An Employer shall, on every pay day, provide to each employee a statement of wages of her pay period stating:

- A) in the case of an hourly paid employee, the hours worked by her;
- B) the employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
- C) the hours worked by the employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
- D) any qualification differential, premium, or other payment to which the employee is entitled;

- E) the amount of each deduction from the earnings of the employee and the purpose of each deduction;
- F) the amount being received by the employee;
- G) sick leave credits used within the pay period and accumulated balance;
- H) vacation hours taken within the pay period.

The statement shall be written except where an Employer opts to provide the statement of wages to employees through electronic means rather than through a paper copy. This information is subject to privacy legislation.

Where Employers provide such statements electronically, they will provide information to employees on how to access their information.

Employees who are away from the worksite for two (2) or more consecutive pay periods may request in writing, and will receive a paper statement of wages mailed to their home.

ARTICLE 45 — GENERAL CONDITIONS

45.01 Use of Personal Vehicle on Employer's Business

Where the use of an employee's vehicle for Employer business is not normally required as part of their duties, the use of the employee's vehicle for Employer business is strictly voluntary.

Should use of such vehicle be required in the performance of her duties, and the use of personal vehicle is done at the Employer's request, the Employer agrees to pay forty-eight cents (\$.48) per kilometer.

During such usage, all the terms and conditions of this agreement shall apply.

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or by any other person/event where the employee is using her vehicle for Employer's business at the Employer's request, the Employer shall reimburse the lesser of the actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$500.00.

No reimbursement shall be paid in those cases where the damage was sustained as a result of the employee's actions.

45.02 Personal Property Damage

Upon submission of reasonable proof the Employer shall repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a guest, provided such personal property is an article of use or wear of a type suitable for use while on duty and the employee is following the Society policies pertaining to clothing and jewelry. Clothing or jewelry worn by the employee that is contrary to those policies is not protected under this clause.

ARTICLE 46 — PROFESSIONAL RESPONSIBILITY CLAUSE

In the interest of safe patient care and safe nursing practice, the parties agree to the following problem solving process to address employee concerns relative to patient care including:

- A) nursing practice conditions

B) safety of patients and nurses

C) workload

46.01

The employee with a concern will discuss the matter with her immediate supervisor with the objective of resolving the concern. At her request the employee may be accompanied by a steward.

46.02

If the matter is not resolved to her satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of her discussion with her immediate supervisor. The employee retains the original and forwards copies to the excluded supervisor, the Union Steward and the Chair of the Union Management Committee.

46.03

Meetings of the Committee shall be held at the call of the Chair within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form.

46.04

Members of the committee shall have access to all worksite policy and procedure manuals as may be necessary to assist in satisfactory resolution of the employee's concerns.

46.05

If the matter is not resolved to the employee's satisfaction within seven (7) calendar days of the last meeting of the Committee, the employee may submit the concern in writing to the Executive Director with a copy to their Labour Relations Officer at the Union office. The Executive Director shall meet with the employee to discuss resolution of the concern. At his/her request, the employee may be accompanied by a Steward. The Executive Director shall respond to the employee in writing within seven (7) calendar days of the meeting.

46.06

If the employee is not satisfied with the written response from the Executive Director, the employee with a Union representative may make a presentation to a Troubleshooter pursuant to Article 8.02 of the collective agreement.

ARTICLE 47 - EFFECTIVE AND TERMINATING DATES

A) This Agreement shall be effective from July 1, 2017 and shall remain in force and be binding upon the parties until June 30, 2021 and until a new Agreement has been ratified.

B) The operation of Subsection 2 of Section 50 of the *Labour Relations Code of British Columbia* (or any succeeding Acts) is specifically excluded from this Agreement.

C) All terms of this Agreement shall come into effect at 0001 hours on the dates stipulated within the Agreement.

ARTICLE 48 – MEDICAL, EXTENDED HEALTH AND DENTAL COVERAGE, LONG-TERM DISABILITY AND GROUP LIFE INSURANCE

48.01

A) Eligibility

All regular full-time and part-time employees who have completed their probationary period and work a minimum an average of fifteen (15) hours per week shall be entitled to Health and Welfare Plan coverage.

The Employer shall provide the union with a copy of the Health and Welfare policy with in thirty days of ratification.

B) Premiums

The Employer shall pay ninety percent (90%) of the monthly premiums for its health and welfare benefits for eligible employees as follows:

January 2017 – ninety percent (90%)

48.02 Medical Coverage

A) Regular employees and their eligible dependents (including common-law spouses) shall be covered by the Medical Service Plan of B.C. or any other plan mutually acceptable to the Union and the Employer.

B) The Employer shall pay one hundred percent (100%) of the premium.

C) Membership in the medical plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.

D) The medical plan (MSP) becomes effective on the first of the calendar month following date of hire.

48.03 Extended Health Care Coverage

A) The Employer shall provide extended health care coverage for regular employees and their eligible dependents (including common-law spouses) under the current Benefit Plan or any plan mutually acceptable to the Union.

B) The plan benefits shall be expanded to include:

(1) Vision care coverage providing six hundred dollars (\$600.00) every twenty-four (24) months per eligible employee or eligible dependent.

(2) Eye examinations – one (1) examination per person per twelve (12) months – maximum one hundred and twenty-five dollars (\$125.00).

(3) The maximum lifetime amount payable per eligible employee or eligible dependent shall be unlimited.

C) Membership in the extended health care plan is a condition of employment for regular employees who are not members or dependents of members of another approved extended health plan.

D) The extended health care plan becomes effective after ninety (90) days from the date of hire.

48.04 Dental Coverage

A) The Employer shall pay all of the monthly premiums for the current dental plan or any mutually agreeable dental plan as per Article 48.01B). The plan shall cover eighty percent (80%) of the cost of the basic dental care services and fifty percent (50%) of the cost of dental restorative services. The plan shall

also cover sixty (60%) of the cost of an orthodontic plan for dependent children to a lifetime maximum payment of \$2750 per patient. The dental plan shall cover regular employees and their eligible dependents (including common-law spouses) under the current plan or any other plan mutually acceptable to the Union and the Employer.

B) Coverage under the dental plan becomes effective after ninety (90) days from the date of hire.

48.05 Dependents

An eligible dependent for the purposes of Articles 48.02, 48.03 and 48.04 is one who is listed on the employee's application for benefits, and who is acceptable to the plans.

48.06 Long-Term Disability Insurance Plan

The Employer shall provide the current long-term disability insurance plan, or an alternate plan mutually acceptable to the parties, a copy of which shall be provided to the Union.

The plan shall provide post-probationary regular employees who work a minimum of fifteen (15) hours per week with long term disability benefits equal to sixty-six and two-thirds percent (66.67%) of their monthly salary until age sixty-five (65) in the event of a disability. Eligibility for Long Term Disability benefits is as per Plan rules.

48.07 Group Life Insurance Plan and Accident and Serious Illness Plan

A) Eligibility

- i) Regular full-time and regular part-time employees who are on staff on January 1, 1981 or who join the staff following this date shall, upon completion of the three (3) month probationary period, become members of the Group Life Insurance Plan and Accident Plan as a condition of employment.
- ii) Eligible employees may apply for Serious Illness Plan coverage and are responsible for payment of premiums as determined by the Insurance Company. Eligibility under the Plan is determined solely by the Insurance Plan.

B) Benefits

The plan shall provide basic life insurance in the amount of twenty-five thousand dollars (\$25,000) and standard twenty-four (24) hour accidental death and dismemberment insurance. Coverage shall continue until termination of employment. Upon termination of employment (including retirement), coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance to any whole life, endowment or term life policy normally issued by the insurer and at the insurer's standard rates at the time, without medical evidence.

ARTICLE 49 — WAGE SCHEDULES

The following wage increases will take effect upon ratification of the Memorandum of Agreement.

REGISTERED NURSES

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current	31.67	33.06	34.21	35.35	36.49	37.64	38.79	39.87	41.24
July 1, 2017	32.16	33.57	34.74	35.90	37.06	38.22	39.39	40.49	41.88
July 1, 2018	32.64	34.07	35.26	36.44	37.62	38.79	39.98	41.10	42.51
July 1, 2019	33.15	34.60	35.81	37.00	38.20	39.39	40.60	41.73	43.17
July 1, 2020	33.81	35.29	36.53	37.74	38.96	40.18	41.41	42.56	44.03

REGISTERED NURSE LEADER * not eligible for responsibility pay as outlined in Article 51

	Step 1	Step 2	Step 3	Step 4	Step 5
Current	39.86	40.66	41.47	42.30	43.15
July 1, 2017	40.48	41.29	42.11	42.96	43.81
July 1, 2018	41.08	41.91	42.74	43.60	44.47
July 1, 2019	41.72	42.56	43.41	44.28	45.16
July 1, 2020	42.56	43.41	44.28	45.16	46.06

RESIDENTIAL CARE AIDES

	Step 1	Step 2	Step 3	Step 4
Current	19.64	20.22	20.81	21.38
July 1, 2017	19.87	20.45	21.05	21.63
July 1, 2018	20.08	20.68	21.28	21.86
July 1, 2019	20.31	20.90	21.51	22.10
July 1, 2020	20.56	21.16	21.77	22.37

VOLUNTEER RESOURCES/GRIEF SUPPORT COORDINATOR

	Step 1	Step 2	Step 3	Step 4
Current	22.78	23.50	24.22	25.36
July 1, 2017	22.89	23.62	24.34	25.49
July 1, 2018	23.01	23.74	24.46	25.61
July 1, 2019	23.12	23.85	24.59	25.74
July 1, 2020	23.24	23.97	24.71	25.87

Placement on the Wage Schedules:

Increment placement for regular employees on staff as of the date of ratification:

Effective April 1, 2010, regular registered nurses/care aides (full-time and part-time) shall be placed on the increment grid in accordance with their years of service with the Employer. In addition, regular employees shall be given credit for relevant previous experience on the basis of one (1) annual increment for every one (1) year of service provided that not more than two (2) years have elapsed since such experience was obtained.

Increment placement for casual employees

Casual registered nurses/care aides shall be placed on the increment grid based on hours worked with the Employer, plus any previous hours of experience calculated on the basis of one (1) increment step for each 1950 hours of relevant nursing experience provided not more than two (2) years have elapsed since such experience was obtained.

ARTICLE 50 — SHIFT AND WEEKEND PREMIUMS

50.01 Application

An employee shall be paid a shift premium for every evening and night shift when one-half or more than one-half of the hours worked fall within the defined evening or night shift. In such cases, the shift premiums shall be paid for the total number of hours worked. The shift premium shall apply to overtime hours worked during the evening or night shift.

50.02 Shift Premium

The evening shift premium shall be fifty cents (\$.50) per hour. The night shift premium shall be one dollar (\$1.00) per hour, effective April 1, 2012.

50.03 Weekend Premium

An employee shall be paid a weekend premium of sixty cents (\$.60) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, effective upon date of ratification.

ARTICLE 51 — RESPONSIBILITY PAY

A Registered Nurse, designated 'In Charge' of the facility in the absence of the Registered Nurse Leader, shall receive Responsibility Pay for all hours, or portion thereof working in such capacity at the rate of one dollar and fifty cents (\$1.50) per hour.

Signature Page for Collective Agreement Between The British Columbia Nurses' Union –and– Prince George Hospice Society for the Term July 1, 2017 to and including June 30, 2021.

SIGNED ON BEHALF OF EMPLOYER:

Patrick Doyle

Donna Flood, Executive Director

Dated: January 17, 2018

SIGNED ON BEHALF OF BRITISH COLUMBIA NURSES' UNION:

William Hwang, Negotiator/Labour Relations Officer

Cynthia Marquez, Bargaining Committee Member

Brenda Callaghan, Bargaining Committee Member

Dated: January 17, 2018

APPENDIX "A"

MATERNITY AND PATERNITY LEAVE

Pregnancy Leave

1. A pregnant employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave
 - a) Beginning
 - i. no earlier than eleven (11) weeks before the expected birth date, and
 - ii. no later than the actual birth date, and
 - b) Ending
 - i. no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - ii. no later than seventeen (17) weeks after the actual birth date.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. A request for leave must
 - a) be given in writing to the employer,
 - b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
5. A request for a shorter period under subsection (1) (b) (i) must
 - a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Parental Leave

1. An employee who requests parental leave under this section is entitled to:
 - a) for a birth mother who takes leave under Section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 50 unless the employer and employee agree otherwise,
 - b) for a birth mother who does not take leave under Section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,

- c) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - d) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- 2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- 3. A request for leave must
 - a) be given in writing to the Employer,
 - b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- 4. An employee's combined entitlement to leave under Section 50 and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Section 50 (3) or subsection (2) of this section.

APPENDIX “B”

LONG TERM DISABILITY

SCHEDULE OF BENEFITS*

<i>Benefit Amount</i>	66.67% of monthly salary
<i>Maximum Benefit</i>	\$3,500 per month
<i>Maximum From All Sources</i>	The overall maximum from all sources must not exceed 85% of the pre- disability net monthly salary
<i>Non-Evidence Maximum</i>	\$1,500
<i>Elimination Period</i>	119 days
<i>Maximum Benefit Period</i>	To age 65
<i>Definition of Total Disability</i>	2 year own occupation
<i>Taxability of Benefits</i>	Benefits are non-taxable
<i>Cost of Living Adjustment (COLA)</i>	Not included
<i>Work Re-entry Program</i>	Included
<i>Survivor Benefit</i>	Included B) Lump sum payment equal to 3 monthly benefit payments
<i>Waiver of Premium</i>	Premiums are waived while receiving LTD benefits
<i>Pre-Existing Conditions</i>	An exclusion applies to a disability which commences within 12 months of becoming insured and which results from a pre-existing condition that was contracted, incurred, treated or for which medication prescribed by a physician was being taken during the 3 month period prior to becoming insured
<i>Disability Management</i>	Disability Management Institute (DMI) provides early intervention support after the 5th day of absence from work. Services include employee and employer support, assistance with claim forms, and return to work planning
<i>Termination Age</i>	An employee's insurance terminates at age 65 or earlier retirement

*For full plan, please refer to your benefit booklet.

APPENDIX “C”

DENTAL PLAN*

Calendar Year Deductible

No Deductible

*Rates Based on Dental
Procedure Fee Guide:*

Current fee guide for general practitioners in the province
where the expenses were incurred

% Payment of Eligible Expenses

Basic Dental Care..... 80%
• Diagnostic Services
• Preventive Dental Care

Examinations and Diagnoses

-recall or periodic oral examination: twice per calendar year
-complete oral examination: once every 24 months
-complete periodontal examination: once every 24 months

Preventive Services

-polishing of coronal portion of teeth – 2 units per calendar year
-scaling and root planing – 12 units of time per calendar year
-topical application of fluoride- twice per calendar year

Routine Dental Care 80%

- Minor Restorative Services
- Endodontics
- Periodontics
- Rebase, Reline, Adjustment and Repair of Removable Dentures
- Repair of Fixed Bridges and Crowns
- Oral Surgery
- Additional Services

Dental Restorative Services 50%

- Major Restorative Services and Fixed Prosthodontics
- Removable Dentures
- Fixed Bridges

Orthodontic CareNot included

Maximum Amount Covered

Basic Dental Care, Routine Dental Care and Dental Restorative Services
• combined maximum of \$1,500 per insured per calendar year

General Benefit Provisions

Dental Specialists

Limited to the normal rate suggested for general practitioners, plus 20%

Dependent Children Eligibility

Dependent children are eligible from birth to:

- age 22, or
- age 26 if in full time attendance as a student at a recognized educational institute

Survivor Benefit

If an employee dies while insured, insurance will continue for his or her dependents who were covered under this benefit at the time of the employee's death

- without premium payment
- until the earliest of the following dates:
- 24 months from the date of the employee's death
- the date when insurance for the dependents would have terminated if the employee's death had not occurred
- the date when the dependents become eligible for similar coverage under another insurance contract;
- the date the contract terminates

Termination Age

An employee's insurance terminates at age 75 or earlier retirement

*For full plan, please refer to your benefit booklet.

LETTER OF UNDERSTANDING #1

RE: FUTURE IMPROVEMENT TO THE COLLECTIVE AGREEMENT

The parties share the belief that employees of Prince George Rotary Hospice House deserve to be compensated at rates which are similar to unionized health care providers employed in comparable health care settings in British Columbia. Prince George Hospice Society commits to recognizing the valuable contributions of staff by providing reasonable wages and benefits as the financial situation of the society improves.

Where the Employer's financial situation may allow, the parties (Union and Employer) further agree to work towards leveling by incremental improvements to unlevelled provisions over a period of time derived from available revenue from increased provincial funding, donations, fundraising, or efficiencies created within the operation of Prince George Rotary Hospice House.

LETTER OF UNDERSTANDING #2

Notwithstanding the provisions of Article 23 — Hours of Work, the following employees shall remain classified as full-time employees provided they maintain their current hours of work:

Cynthia Marquez

LETTER OF UNDERSTANDING #3

The Employer and the Union agree that Care Aides are integral in a care team model. To ensure their perspectives and concerns are heard, they are encouraged to utilize the processes and forums described in the Collective Agreement, namely the Union Management Committee (Article 7) to raise matters of importance to them. To facilitate that dialogue and problem solving, the Employer and the Union agree to structure the agenda for the Union Management Committee Meetings to include a section entitled 'Care Aide Matters' as part of those meetings.

LETTER OF UNDERSTANDING #4

RE: SKILL MIX

The parties remain committed to the continued provision of high quality care for guests at Rotary Hospice House.

There are many factors involved in assessing the right level of skill mix in the provision of this care including the increasing complexity of the level of care required.

The parties therefore agree to continue the skill mix of Registered Nurses and Care Aides for the duration of the current collective agreement. The Employer may introduce other healthcare provider classifications into the skill mix; these new positions to be covered by the BCNU certification.

In the introduction of new positions the employer shall not negatively impact the jobs/positions of current employees. In the event of financial hardship the Employer will engage the Union Labour Relations Officer in joint consultations prior to any implementation of and potential skill mix change to ensure effective transition.

LETTER OF AGREEMENT #1

RE: ARTICLE 36 – PAID HOLIDAYS

Whereas the Union has proposed language (see below) to provide employees with the opportunity to bank statutory holidays, the Employer is prepared to trial the proposal for a period of one year following ratification after which it will evaluate both the operational and financial implications.

The employee may elect to bank up to a maximum of four (4) statutory holidays during this trial period as referenced in the below proposal.

The Employer shall retain the right to continue or discontinue the proposed change at its discretion subsequent to the review referenced above.

Option to Bank In-Lieu Day:

Each eligible employees who worked on a statutory holiday must be given another day off in-lieu. The administration of the unpaid in-lieu day is as follows:

- If the employee wishes to bank their in-lieu day to be taken in future, they must inform their manager within seven (7) calendar days after the Statutory Holiday. Important: The employee who does not communicate with their manager about banking, shall have their in-lieu day scheduled by the Employer.
- The employee may bank up to a maximum of four (4) in-lieu days. The banked days may be rolled over from one year to the next; however, the maximum shall not exceed four (4) days at any time. Any excess in-lieu-day above and beyond shall be scheduled by the Employer.
- When the employee wishes to take a banked in-lieu day, they shall make a request with their manager. The request shall not be unreasonably denied.

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